

ADOT File No.: IGA/ JPA 11-097-I
ADOT CAR No.: 13-0000960-I
Amendment No. Two
AG Contract No.: P0012011001475
Project: Study and Preliminary
Engineering for Design
Section: Bike lanes on both sides of
Beulah Boulevard
Federal Project No.: FLA-0(206)A
ADOT Project No.: SH50803D
COG/MPO TIP Item No.: FMPO
**Budget Source Item No.: 72811 &
72812 & 2013**

**AMENDMENT NO. TWO
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF FLAGSTAFF

THIS AMENDMENT, entered into this date _____ 2013, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF FLAGSTAFF, acting by and through its MAYOR and CITY COUNCIL (the "City"). The City and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 11-097-I, A.G. Contract No. P0012011001475, was executed on June 14, 2011, and Amendment One executed on June 11, 2012, and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of this Amendment Two is to provide additional FY 2013 funding for design work, from the Highway Safety Improvement Program (HSIP) for the Project. The Parties agree to amend the Agreement as follows:

I. RECITALS

1. The State is empowered by Arizona Revised Statute § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Amended Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statute § 48-401 to enter into this Amended Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

Article I. Paragraph 7 is revised to increase additional Design funding as follows:**Funding breakdown:****SH50803D (Scoping/Design):**

Federal-aid funds @ 94.3%	\$ 23,575.00
LOCAL Funds @ 5.7%	<u>\$ 1,425.00</u>
Subtotal – Scoping/Design	\$ 25,000.00

Federal-aid funds @ 94.3%	\$ 26,404.00
LOCAL Funds @ 5.7%	<u>\$ 1,596.00</u>
Subtotal – Scoping/Design	\$ 28,000.00

SH50803D (Scoping/Design):

Federal-aid funds @94.3% (additional funding)	\$ 42,435.00
City's Match @ 5.7%	<u>\$ 2,565.00</u>
Subtotal – Scoping/Design	\$ 45,000.00

TOTAL Design Cost	\$ 98,000.00
--------------------------	---------------------

SH508 01C (construction):

Federal-aid funds @ 94.3%	\$ 141,450.00
LOCAL Funds @ 5.7%	<u>\$ 8,550.00</u>
Subtotal – Construction*	\$ 150,000.00

Total Federal Funds	\$ 233,864.00
----------------------------	----------------------

Total LOCAL Funds	\$ 14,136.00
--------------------------	---------------------

TOTAL Project Cost	\$ 248,000.00
---------------------------	----------------------

Under the terms of the original Agreement and Amendment No. One, the State has received payment from the City for the City's local design match in the amount of \$3,021.00 and construction match in the amount of \$8,550.00.

II. SCOPE OF WORK:

Article II. Paragraph 1.d will be deleted and replaced with the following:

1. The State will:

d. Upon execution of this Agreement, and prior to authorizing additional funding invoice the City for the City's additional design share of the Project, currently estimated at \$ 2,565.00. Consistent with the terms of the original Agreement and Amendment No. One, the City was invoiced and has remitted \$3,021.00 towards the design phase of the Project. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

Article II, Paragraph 2.b will be deleted and replaced with the following:

2. The City will:

b. Upon execution of this Agreement, prior to authorizing additional funding and within thirty (30) days of receipt of an invoice from the State remit to the State the City's additional design share of the Project, currently estimated at \$ 2,565.00. Be responsible for any difference between the estimated and actual costs. Consistent with the terms of the original Agreement and Amendment No. One, the City has remitted and the State has received \$3,021.00 towards the design phase of the Project. The total amount of federal funds allocated for the design of the Project is \$ 92,414.00.

III. MISCELLANEOUS PROVISIONS:

This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

ALL NOTICES OR DEMANDS upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Flagstaff
Attn: Randy Whitaker
211 W. Aspen Avenue
Flagstaff, Arizona 86001
Phone # (928) 607-9241
rwhitaker@flagstaffaz.org

PURSUANT TO ARIZONA REVISED STATUTE § 11-952 (D), attached hereto and incorporated herein, is the written determination of each party's legal counsel that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the original Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year first above written.

CITY OF FLAGSTAFF

STATE OF ARIZONA

Department of Transportation

By _____
JERRY NABOURS
Mayor

By _____
Brent Cain P.E.
Deputy State Engineer, Urban Operations

ATTEST:

By _____
ELIZABETH A. BURKE
City Clerk
eburke@flagstaffaz.gov

JPA 11-097-I
ADOT CAR No.: 13-0000960-I
AMENDMENT No. TWO

ATTORNEY APPROVAL FORM FOR THE CITY OF FLAGSTAFF

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF FLAGSTAFF, an Agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____ 2013

City Attorney